

**REQUEST FOR PROPOSALS FOR LEGAL SERVICES  
OPIOID EPIDEMIC  
Hillsborough County  
Goffstown, New Hampshire**

Notice is hereby given that the Hillsborough County Board of Commissioners is seeking proposals for Legal Services to Pursue Hillsborough County's Interests in the Nationwide Opioid Epidemic Litigation.

Sealed proposals submitted with the original and three (3) copies, clearly marked "Request for Proposals - Legal Services Opioid Epidemic Litigation" must be received in the Commissioners' Office of Administration and Finance, 329 Mast Road, Goffstown, NH 03045 no later than 4:00PM on June 15, 2018. Fax transmissions, or email submissions will not be accepted. Bids will be open publicly at that time.

The request for Proposals may be viewed at the Commissioners' Office of Administration and Finance during regular business hours, Monday through Friday 8:30 AM to 4:30 PM. For further information please contact Carolyn Kirby, Legal Counsel, in writing, at 329 Mast Road, Goffstown, NH 03045 or at [ckirby@hcnh.org](mailto:ckirby@hcnh.org).

The Hillsborough County Board of Commissioners reserves the right to accept or reject any and all bidders or proposals and to waive or disregard minor irregularities, informalities, or deficiencies. The bid award shall be subject to funding appropriation. The Hillsborough County Board of Commissioners shall be the sole determining factor as to what constitutes an acceptable bid or bidder. All proposals shall be open to public inspection.

*This Request for proposals is presented in accordance with New Hampshire RSA 28:8-e. The bid will be awarded consistent with said statute.*

**Notice to Bidders**  
**REQUEST FOR PROPOSALS FOR LEGAL SERVICES**  
**OPIOID EPIDEMIC**  
**County of Hillsborough**  
**Board of Commissioners**  
**329 Mast Road**  
**Goffstown, NH 03045**

The Hillsborough County Board of Commissioners (also referred to herein as BOC, County or Client) in carrying out its responsibility for general management and control of the County is soliciting proposals from qualified vendors for Legal Services to pursue Hillsborough County's interests in the nationwide opioid epidemic litigation.

Sealed proposals submitted with the original and three (3) copies, clearly marked: "Request for Proposals - Legal Services Opioid Epidemic Litigation" must be received in the Hillsborough County Commissioners' Office of Administration and Finance, 329 Mast Road, Goffstown, NH 03045 no later than 4:00PM on June 15, 2018. Fax transmissions and email submissions will not be accepted. Bid proposals will be opened publicly at that time.

The Hillsborough County Board of Commissioners reserves the right to accept or reject any and all bids and to waive or disregard minor irregularities, informalities, or deficiencies when it is determined to be in the best interest of the County. The Hillsborough Board of Commissioners shall be the sole determining factor as to what constitutes an acceptable bid.

Hillsborough County reserves the right to amend this Request For Proposal (RFP) at any time prior to the time for receipt of bids. Hillsborough County further reserves the right to cancel this RFP, in whole or in part, at any time whenever such an act is deemed in the County's best interest. Bid awards shall be subject to funding appropriation. The Laws of the State of New Hampshire shall govern.

The bid will be awarded consistent with New Hampshire RSA 28:8-e.

The complete Request for Proposals may be viewed at the Hillsborough County Commissioners' Office of Administration and Finance during regular hours, Monday through Friday 8:30AM to 4:30PM.

**General Information**

Important Note: *This document will be incorporated and become part of the contract.*

The bidder must follow all of the instructions set forth herein carefully. A Service Provider that does not complying with the format for the requested proposal may be disqualified for non-compliance.

The bidder must include this entire document along with its answers and compliance statements as stated in the document. You must use this RFP template for your response. When responding use the same section and subsection as laid out in this RFP.

Read each section completely. Please provide detailed information as to compliance and requirements to each section requiring information. If a certain criteria specified in this RFP cannot be achieved by the bidders response please include an explanation. An authorized representative must sign the document.

**Basis of Award of Bid**

This Request for Proposals is presented in accordance with the provisions of New Hampshire RSA 28:8-e. The laws of the State of New Hampshire shall govern.

In addition to price, the following is a partial list of criteria that will be used in the evaluation of each proposal and determination of the "lowest responsible bidder":

The ability, capacity, and skill of the bidder to provide the products or services required; whether the bidder can provide the products promptly, or within a reasonable timeframe specified, without delay or interference. The character, integrity, reputation, judgment, experience, and efficiency of the bidder; the quality of performance of previous contracts or services; the previous and existing compliance by the bidder with laws and ordinances relating to the contract or services; the sufficiency of the financial resources and the ability of the bidder to perform the contract or provide the service; the quality, availability, and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; the number and scope of the conditions attached to the bid; the vendors experience and future commitment; the competence and qualification of the bidder and ability to deliver the services required at a fair and reasonable price.

The laws of the State of New Hampshire will govern the interpretation, validity, and effects of this RFP, as well as any addenda to this RFP and the contract documents.

Specifications outlined in this RFP must be adhered to throughout the entire project. All RFP responses submitted by any bidder become public documents and shall be open to public inspection.

#### **Important Dates**

Proposals are due no later than 4:00pm on June 15, 2018. The original and three (3) copies of the proposal with related material must be submitted to the Client at the address below in sealed envelopes and/or boxes and clearly marked "Request for Proposals - Legal Services Opioid Epidemic Litigation". Please allow ample time for receipt of the proposals. Proposals received after the stated date and time may not be accepted and recognized. Postmarks do not determine *actual* receipt. Bidding shall be open to any person or entity wishing to submit a bid to the County consistent with New Hampshire RSA 28:8-e.

#### **Address:**

County of Hillsborough County, NH  
Commissioners Office Administration and Finances, Suite 114  
329 Mast Rd.  
Goffstown, NH 03045  
Attention: County Administrator

Proposals must address the items specified in the RFP. Hillsborough County may reject any or all of the proposals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful Service Provider against the County. The County reserves the right to procure services from one, several or none of the person(s) or entity(ies) responding to this RFP. All Service Providers must comply with all applicable Equal Employment Opportunity laws and regulations. The County is exempt from all taxes.

It is anticipated that evaluations and negotiations with the successful Service Provider will be completed within sixty (60) days. Therefore, all prices shall remain firm for a period of sixty (60) days from the proposal due date.

Bidder questions relating to this RFP must be submitted in writing to Carolyn Kirby at [ckirby@hcnh.org](mailto:ckirby@hcnh.org) and copied to Chad Monier at [cmonier@hcnh.org](mailto:cmonier@hcnh.org) no later than June 12, 2018. Answers to all submitted questions will be released by June 13, 2018. All questions and answers shall be open to public review.

### **Proposal Format**

The submitted written proposal must adhere to the following format and content detail. All responses to this RFP that do not follow this format will be considered incomplete and may be disqualified.

All proposals are to be typed on 8 ½ x 11 inch paper, with pages numbered in sequence. The Service Provider is required to include as much pertinent data and information as necessary to ensure proper evaluation of the proposal.

### **Confidentiality**

This RFP cannot be reproduced for any business or other purposes or used for anything other than responding to the Hillsborough County RFP without the consent of the Hillsborough County.

### **Bidder Response**

Proposals and other materials submitted will become the property of Hillsborough County. All responses will be open to public inspection and review and will become public record. Hillsborough County will not bear any cost of proposal preparation.

The bidder shall incur all costs incidental to the successful litigation. Hillsborough County will not bear the cost of any incidental expense not specifically set forth in the proposal.

A bidder who sub-contracts any proportion of this proposal will be responsible as prime contractor for the accomplishment and provision of the total proposal to the satisfaction of the Client.

### **County Rights**

The BOC reserves the sole right to decide whether a proposal does or does not substantially comply with the requirements of the RFP. The BOC reserves the right to accept or reject the Providers proposals or any part thereof.

The BOC can also waive any non-compliance with or non-response to the RFP. The County reserves the right to accept and award the contract to the "Lowest Responsible Bidder / Service Provider". The County reserves the right not to make an award to any bidder.

The bidder shall indemnify and hold harmless the County, its agents, consultants and employees from and against all claims, damages, losses, and expenses (including attorney fees) arising out of bidder (including its sub-contractors) performance under the contract documents.

The bidder and/or its authorized dealers, representatives, sub-contractors, or agents will not, without the County's prior written consent, advertise or publish the fact that the bidder, its authorized dealers, representatives, sub-contractors or agents have contracted to provide items or services in connection with the contract documents.

### **Contractual Obligations**

Hillsborough County reserves the right to review any proposed contracts and amend to comply with county legal requirements prior to signing by the appointed representative of the Hillsborough County Commissioners. All contracts entered into by Hillsborough County are required to contain Non-Appropriation and Indemnification clauses. Sample language is provided below.

- Non-Appropriation

Hillsborough County is obligated to pay only such contract amounts that can lawfully be made from funds budgeted and appropriated for that purpose during Hillsborough County's then current fiscal year, subject to

annual approval by the Hillsborough County Delegation. Should Hillsborough County fail to budget, appropriate, or otherwise make available funds to make payments under this contract, such contract shall be deemed terminated at the end of the then current term. Hillsborough County agrees to deliver prompt notification after any decision for non-appropriation, but failure to give such notice will not extend the term beyond such Original or Renewal Term.

- **Indemnification**

To the fullest extent permitted by law, (ORGANIZATION) shall protect, indemnify, save, defend and hold harmless Hillsborough County, including its officials, agents, volunteers and employees, ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of (ORGANIZATION) or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, (ORGANIZATION) shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that (ORGANIZATION) officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

(ORGANIZATION'S) obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

Hillsborough County shall not be required to defend or indemnify (ORGANIZATION) or its agents, employees, contractors or subcontractors or any professional service provider.

### **Further Insurance Requirements**

Provider shall provide an insurance certificate confirming the above insurance coverage. The insurance certificate and the underlying insurance coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having A.M. Best Company rating of "A" or better.

#### **Comprehensive**

General Liability Insurance on occurrence form, including completed operations coverage, personal injury coverage, broad form property damage herein. The minimum limits of liability carried such insurance should be \$2,000,000 each occurrence and where applicable, in the aggregate combined single limit for bodily liability.

Automobile liability insurance for owned, non-owned, and hired vehicles with a minimum limit of \$1,000,000 each accident, combined single limit for bodily injury and property damage.

**Workers Compensation** insurance as required by law.

**Professional Liability** insurance covering acts, errors, omissions in connection with or arising directly out of the services being provided to the Client, with a minimum liability of \$2,000,000 each claim and \$2,000,000 per policy year.

Any deductible on the above described policies shall be assumed by the bidder.

Bidders shall furnish certificates of the above referenced insurance to the Client

The provider shall have professional insurance/errors and omissions insurance with limits of not less than \$1,000,000 each occurrence.

The provider shall file certificates with Hillsborough County showing that the above insurance has been purchased. Any deductible on the above described policies shall be assumed by the bidder.

Bidders shall furnish certificates of the above referenced insurance to the County

A 30-day notice is required for cancellation and for material change of coverage, sent directly to the Hillsborough County Commissioners Office at 329 Mast Road Goffstown, NH 03045

The Hillsborough County Commissioners reserves the right to accept or reject any and all proposals or parts thereof, to accept the proposal which they deem to be in the best interest of Hillsborough County and to waive any bid formality.

The bidder will not assign or sub-contract any portion of the work to be performed without prior written consent of an authorized agent of the Client. Approved sub-contractors will be required to maintain the insurance criteria set forth for the bidder.

### **Profile**

County: The County of Hillsborough New Hampshire is comprised of the following cities/towns: Amherst, Antrim, Bedford, Bennington, Brookline, Deering, Frankestown, Goffstown, Greenfield, Greenville, Hancock, Hillsborough, Hollis, Hudson, Litchfield, Lyndeborough, Manchester, Mason, Merrimack, Milford, Mont Vernon, Nashua, New Boston, New Ipswich, Pelham, Peterborough, Sharon, Temple, Weare, Wilton and Windsor.

Hillsborough County operates, among other responsibilities, a correctional facility, sheriff's office, prosecutor's office and nursing home.

### **Proposals**

County of Hillsborough County, NH

Commissioners Office Administration and Finances, Suite 114

329 Mast Rd.

Goffstown, NH 03045

Attention: County Administrator

Proposals must be submitted to the above address **no later than 4:00 p.m. on FRIDAY June 15, 2018** to be eligible for consideration.

If proposals are being sent via FedEx, UPS, or other mail carrier, please ensure that the mailing envelope/package is clearly marked LEGAL SERVICES. Envelopes/packages not marked with the name of the proposal may be misidentified and will be rejected. Other forms of submission (fax or email) will be rejected. Proposals received after the deadline will be rejected.

An electronic version of your proposal, via CD or flash drive, included inside your sealed bid is welcomed.

**Proposal Openings:** Proposals will be opened publicly and available for review at Commissioners Office Administration and Finances, Suite 114, 329 Mast Road, Goffstown, NH 03045, on Wednesday, June 20, 2018 at 1:00 pm.

**Proposal Award:** The proposal(s) will be formally awarded and announced publicly at a regular scheduled meeting of the Hillsborough County Board of Commissioners. Formal notification of proposal award to all proposers will occur thereafter.

**RFP Prices:** RFP prices are to remain in effect for a period of sixty (60) days from opening date of the proposal and are to remain firm once proposal is awarded to the successful proposer(s).

**Performance Clause:** In the event that the successful awarded proposer/ County should default in the observance of the stipulations set forth in this Request for Proposal and any attachments thereto and such default is not corrected within 30 days of written notice from either party, the successful awarded proposer/ Hillsborough County shall have the option of canceling the proposal.

### **Specifications**

Hillsborough County seeks professional legal services from a private law firm or firms to serve as counsel in various potential legal matters relating to the opioid crisis. The County requests proposals for the possible establishment of a contract in this context.

- Proposals should identify: the firm's experience with similar issues or cases; specific information about the personnel of the office(s) that will be supporting the client. Include the names of the individuals, their job responsibility, contact telephone numbers, email address, and length of time in the industry. There must be one lead person (single point of contact) on the team who the County may contact with all questions, orders, problems, etc. This person will be the coordinator for all County requests and issues, regardless of the service. Please identify who the single point of contact will be. Include his or her name, job responsibility, contact telephone numbers, email address, length of time in current position, length of time with your company, and length of time in the industry.
- Whether those individuals are members of the New Hampshire Bar or have an affiliation with a member of the NH Bar;
- The firm's experience with the pharmaceutical industry, state consumer protection laws, damage and economic loss recovery;
- The firm's trial and appellate experience; and the firm's arrangements for large and complex litigation matters (including the adequacy of financial resources for such litigation).
- It is anticipated that compensation for services performed will be solely based on a contingency fee. Proposals should set forth specific information for a contingency fee arrangement. The proposal should indicate whether the firm(s) would bear the costs and expenses of any litigation.
- The proposal should include the names of and contact information for at least three (3) references.
- Identify all services, including options, being proposed.
- The name and signature of the Bidder's authorized representative as well as the representative's business address, telephone number, fax number, email address and web site URL must be included. The proposal must be dated on this page.
- The title page must include a statement that the prices in the attached proposal will remain firm for 60 days from the proposal due date.
- The representation will include evaluative and investigative work. Litigation will include drafting pleadings, motions, briefs, and other papers to be filed in court; participating in discovery; and participating in pre-trial, trial and post-trial court appearances, both in New Hampshire and possibly other jurisdictions.